



NAME OF WORK	:	Supply of HDPE Crates to Metro Dairies and Products Dairy for the year 2019-2020
TENDER NOTICE REFERENCE	:	8485/K3/2018

PART - I

TECHNICAL BID

The Tamilnadu Cooperative
Milk Producers' Federation Ltd
Chennai 600 098

Tender document issued to

M/s. _____

Cost of Tender document remitted under receipt No. _____

date _____

(Or)

Tender downloaded from website on _____ at free of cost.

for Joint Managing Director

TENDER INFORMATION

1. Name and address of the Purchaser.	<p style="text-align: center;">The Joint Managing Director, Tamilnadu Cooperative Milk Producers' Federation Ltd., Plot No.29 & 30, Sidco Industrial Estate, Ambattur Chennai – 600 098. Telephone No: 044 23464528 – 32 Fax : 044 23464536 dgmpurchase@gmail.com & dgmenggjmd@gmail.com</p>
2. Name and address of the User	Deputy General Manager(Prdn.), Ambattur Dairy, Madhavaram Dairy and Sholinganallur Dairy
3. Name of the Work	Supply of HDPE Crates to Metro Dairies and Products Dairy for the year 2019-2020
4. Tender Reference Number	8485/K3/2018
5. Tender Estimated Value	Rs.111.78 Lakhs
6. Earnest Money Deposit (EMD)	Rs.1,00,000/-
7. Cost of Tender Document	<p style="text-align: center;">Rs.590/- inclusive of 18% GST and Rs.100/- extra by post either by cash or demand draft in favour of TCMPF Ltd. payable at Chennai drawn from any Indian Nationalized Bank / Scheduled Commercial Bank.</p> <p style="text-align: center;">Alternatively, Tender documents can also be downloaded from the designated website at free of cost (i.e.) www.tntenders.gov.in for e-submission & www.tenders.tn.gov.in and www.aavinmilk.com for submission of tender by post or courier.</p>
8. Sale of tender documents	From: 26.08.2019 to 17.09.2019 Time: 11.00 A.M. To 4.00 P.M.
9. Date of Pre-Bid meeting	Date: 05.09.2019 Time: 3.00 P.M.
10. Last date and time for submission of the two part tender – both technical and commercial bids.	Date: 18.09.2019 Time: 3.00 P.M.
11. Date and time of opening of Part I Technical Bid Document.	Date: 18.09.2019 Time: 3.30 P.M.
12. Date and time of opening of Part II Financial Bid	Financial Bid will be normally opened within 60 days from the date of opening of Part I pre qualifications-technical bid. The date of opening of Financial Bid will be informed to the eligible tenderers who are found and declared as qualified as per Part I technical bid.
13. Place of Sale of Tender Documents, Pre- Bid meeting & Part I Technical Bid and Part II Price Bid opening	<p style="text-align: center;">The Joint Managing Director, Tamilnadu Cooperative Milk Producers' Federation Ltd., Plot No.29 & 30, Sidco Industrial Estate, Ambattur Chennai – 600 098.</p>

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1. TECHNICAL BID – CHECK LIST

PREAMBLE OF TENDER:-

1.1. The Joint Managing Director, TCMPF Ltd. invites Bids by way of **E-Submission / OFF Line** from eligible bidders **on behalf of Metro Dairies, TCMPF Ltd.** by two cover system and other accessories for the Supply of HDPE Crates to Metro Dairies for the year 2019.

1.2. BIDDER TO FILL IN THE CHECK LIST GIVEN BELOW:

(State YES / NO against each item)

Kindly ensure compliance of the under-mentioned requirements, as per Tender Terms and Conditions.

1.3. The tender is offered for:

Sl. No.	Name of the work	Remarks	
1.	Whether the prescribed EMD amount of Rs.1,00,000/- value remitted or not. If the tender is submitted through e-tendering, then the DD for the EMD amount should be should be dropped in the tender box before the closure time of the tender.	Yes / No	
2.	Whether the EMD amount as detailed below is enclosed in the technical bid		
Item No.	Name of the work	EMD amount	Yes/No
i)	Supply of HDPE Crates to Metro Dairies and Products Dairy for the year 2019-2020	Rs.1,00,000/-	Yes / No
3.	Whether the prescribed testing charges of Rs.15,000/- remitted or not. If the tender is submitted through e-tendering, then the DD for the EMD amount should be dropped in the tender box before the closure time of Tender submission.		Yes / No
4.	If so, Details of D.D. No. date, Bank on which drawn etc. may be furnished D.D. No(s)..... dated..... for Rs..... drawn on (Bank)..... Branch.....in favour of The Joint Managing Director, TCMPF Ltd. payable at Chennai.		Yes/No

5.	If EMD exemption is sought for, whether necessary documentary proof/evidence such as EM Part – II as per MSMED Act 2006/NSIC/Udyog Aadhaar for SSI Certificate enclosed in the technical bid.	Yes / No
6.	Whether the samples have been submitted along with the Open tender offer. If the tender is submitted through e-tendering, then the samples shall be submitted to the DGM (Engg.), JMD's Office, Ambattur, Chennai-98, before the closure time for submission.	Yes / No
7.	Whether details of infrastructural facilities such as equipment / man-power / financial statement details etc., are enclosed.	Yes/No
8.	Whether details of Past supply enclosed.	Yes/No
9.	Whether certificate of Chartered Accountant with his membership No. along with the last three financial years P&L statement attached or not.	Yes/No
10.	If so, whether necessary supportive documents such as attested copies of Supply Order / Work order, delivery challans, Excise Gate pass etc., enclosed.	Yes / No
11.	Whether copies of attested GST certificates enclosed	Yes / No
12.	Whether copy of attested PAN card enclosed	Yes / No
13.	Whether the Minutes of Pre-Bid meeting duly signed and sealed has been enclosed along with Technical Bid Part-I	Yes/No
14.	Whether all the pages in the tender documents – Part I (Tech. Bid) and Part II (Commercial Bid) have been duly signed by authorized signatory	Yes / No
15.	Whether the Commercial bid is filled in detail in the prescribed format for break-up, equipment-wise and for abstract	Yes/No
16.	Whether these two sealed covers for Part - I "Technical Bid" and Part II – "Commercial Bid" – put in a larger cover duly superscribed, addressed and wax sealed at appropriate places.	Yes/No

Note: Please ensure that all the relevant boxes are marked YES / NO against each column.

Important Note: Bidders must ensure that all the required documents indicated in the tender document are submitted without fail. Bids received without supporting documents for the various requirements mentioned in the tender document are liable to be rejected at the initial stage itself.

SIGNATURE OF THE TENDERER WITH SEAL

2. TWO PART TENDER APPLICATION

TECHNICAL (PRE-QUALIFICATION) BID & PRICE BID APPLICATION

From

To

M/s.

The Joint Managing Director,
TCMPF Limited,
Plot No.29 & 30, Ambattur Ind.
Estate, Ambattur,
Chennai – 98.

Sir,

Sub: Two Part tender – **Supply of HDPE Crates to Metro Dairies and Products Dairy for the year 2019-2020** – Submission of Documents – Regarding.

<><><>

Having examined the two part tender documents consisting of Part I technical bid pertaining to pre-qualification and part II commercial bid with price quote, I/We hereby submit all the necessary documents and relevant information for bidding the above mentioned tender.

The application is made by me/us on behalf of in the capacity of duly authorized to submit this two part tender offer.

Necessary evidence admissible in law in respect of authority assigned to me on behalf of the bidding firm is herewith attached.

I submit the documents herewith taking into consideration of all the instructions, terms and conditions in the detailed two part tender notice.

I/We understand that the Managing Director, TCMPF, Chennai reserves the right to reject any tender offer fully or partly without assigning any reasons thereof.

I/We hereby agree to hold the tender offer valid for acceptance for a period of 120 days from the date of opening of Part – I – Technical bid.

**Signature of the Applicant
Including title capacity**

(NAME IN BLOCK LETTERS)

Enclosures:

1. Evidence of authority to sign
2. Latest brochures if any
3. Part I pre qualification – Technical bid in separate sealed cover
4. Part II commercial bid with price quote in separate sealed cover.

3. INSTRUCTIONS TO THE TENDERERS:

This two part tender document consists of:

Part I – Technical Bid for Pre-Qualifying

Part II – Commercial bid for price-quote schedule.

- 3.1 Read all the terms and conditions of the two part tender before to start filling up.
- 3.2 The tenderers are to submit the **original set** of the two part tender (both Part – I – Technical Bid and Part II Commercial Bid) duly filled in, attach necessary documents and are advised to retain a duplicate set of documents for records.
- 3.3 The part I – Technical Bid consisting of pages 30 and the Part II – Commercial bid consisting of 3 pages should be submitted in two different covers duly superscribed as “Tender for the **Supply of HDPE Crates to Metro Dairies and Products Dairy for the year 2019-2020**” and again put both the sealed technical bid cover and commercial bid cover in a larger wax sealed cover duly superscribed as “**Supply of HDPE Crates to Metro Dairies and Products Dairy for the year 2019-2020**” and addressed to “The Joint Managing Director, TCMPF Ltd, Plot No.29 & 30, Sidco Industrial Estate, Ambattur, Chennai-98” either in person or by post so as to reach on or before the time and date specified. Tenders received after the specified date and time shall be **summarily rejected**.
- 3.4 The tenderer shall submit tenders in person or by post or courier or by electronic submission through the designated website www.tntenders.gov.in as provided in the TTTT Rule 18 (1) and 18 (3).
- 3.5
 - a) If the envelope is not sealed and super-scribed as instructed, no responsibility will be assumed for any misplacement of tender or premature opening of the envelope or parcel.
 - b) Telegraphic / FAX Tenders will not be accepted.

SIGNATURE OF THE TENDERER

: 5 :

- 3.6** The quantities mentioned in the tender document are approximate. The tender accepting authority shall be permitted to vary the quantities finally ordered and execute the work through the contractor.
- 3.7 Go through the check slip given and ensure compliance of the terms and conditions**
- 3.8** The tenderer is specifically informed that all the pages in both Part I – Technical Bid and Part II – Commercial Bid should be signed at the bottom of each page without any omission by the authorized signatory with name and seal of the firm.
- 3.9 The tenderer is specifically informed that the Open tender offer shall be valid for a period of 12 Months from the date of awarding contract.**
- 3.10** If the Qualification application is made by a FIRM in partnership, it shall be signed by all the partners of the firm with their full names and current address or by a partner authorized by the firm (either as per Articles of the Deed of Partnership / by power of attorney) for signing in Tenders, Agreements etc. In which case, certified copy of the registered deed of Partnership along with the current address of all the partners and a certified photocopy of the Registered Power of Attorney issued in favour of the Signatory should be produced.
- 3.11** If the Qualification Application is made by a Limited Company or a Limited Corporation, it shall be signed by a duly authorized person holding the Power of attorney for signing the application, in which case, the certified copy of the power of attorney shall accompany the qualification application. Such limited company or corporation shall also furnish satisfactory evidence of its existence along with the Qualification schedule.

SIGNATURE OF THE TENDERER

: 6 :

- 3.12** The tenderer who are downloading the document from the web site are instructed to check the web site for corrigendum after the date of pre-bid meeting, for any amendments (pre-bid – minutes) (if any issued) They are instructed to down load the above amendments and enclose it along with the technical bid document duly authenticating while submitting the tender without fail. Failure to submit the pre-bid minutes/corrigendum will lead to rejection of the tender offer.
- 3.13** The tenderer shall provide Raw material test certificates, Manufacturer Test Certificates.
- 3.14** Detailed evaluation will be done only on the basis of the Documents / Records / Evidences / Certificates produced by the Applicant in the Technical Bid.

SIGNATURE OF THE TENDERER

4. GENERAL TERMS & CONDITIONS

4.1 THE TWO PART OPEN TENDER for the supply of HDPE Crates for the year 2019-2020 consists of:

(a) (i) PART-I TECHNICAL BID, wherein, the pre-qualification, based on various factors such as supply capacity, quality of the product offered, suitability and eligibility of the tenderer will be evaluated, considered and decided prior to opening and consideration of commercial Bids under PART-II of the Open tender.

(ii) The PART-I technical bid shall be opened on the date/time and venue specified in the presence of the tenderers or their authorized representative who opt to be present during the opening.

(b) (i) The PART-II Commercial Bid of the tenderers who do not satisfy any/all the terms and conditions specifically so mentioned under PART-I technical bid and/or whose samples do not pass through the prescribed technical parameters in the quality assessment tests shall not be considered as eligible and shall not be opened.

(ii) The PART-II commercial bids shall normally be opened within 60 days of the opening of the Part-I Pre-qualification/technical bids in the presence of tenderers or their authorized representative who opt to be present. The date of such opening of commercial bid will be informed separately to those who are qualify in Part I Technical Bid and whose samples conform to the technical parameters prescribed thereon.

4.2 SITE INSPECTION:

Inspection of the factory may be conducted by Officers nominated by the Managing Director, in respect of any of those parties who have tendered prior to opening of Commercial bids, if necessary.

SIGNATURE OF THE TENDERER.

4.3 Tenders received after the specified date and time shall be **SUMMARILY REJECTED**.

4.4 The Open tender forms are not transferable or assignable.

4.5 The tenderers must be a manufacturer for the item tendered for.

4.6 The signatory of the tenderer should indicate his/her/their status in which he/she/they have signed and submit necessary Legally/Lawfully admissible documentary proof in respect of such authority assigned to him/her/them by the firm. If the Open tender opening day is declared as a holiday, the Open tenders shall be received and opened immediately on the next working day at the same time and place.

4.7 **E.M.D. PAYABLE:**

4.7.1 Tender must be accompanied with the prescribed amount of EMD along with tender, **if e-tender, the EMD should be dropped in the tender box before closure time.**

4.7.2 EMD Payable is as detailed below:-

Item No.	Name of equipment	Qty. (in Nos.)	EMD amount
1	Supply of HDPE Crates to Metro Dairies and Products Dairy for the year 2019-2020	54,000	Rs.1,00,000/-

The EMD amount to be remitted by means of the Demand Draft Drawn only from any Indian Nationalised Bank or Scheduled Bank has drawn in favour of the "Joint Managing Director, TCMPF Limited," Payable at Chennai.

IT SHALL BE ENCLOSED WITH THE PART I TECHNICAL BID ONLY. No other form of remittance shall be accepted.

SIGNATURE OF THE TENDERER

- 4.7.3** Any tenderer claiming exemption from the payment of EMD, should enclose necessary valid documentary proof for SSI registration in the form of entrepreneurs memorandum (EM) No. Part-I and Part-II as per new system and other accessories MSMED Act 2006 of Tamilnadu Small Industries Development Corporation / the District industries centre of directorate of industries and commerce in respect of those items manufactured by them for which the registration certificate has been obtained and tenders called for by the Federation. (Or) In respect of SSI Units located outside the state(Tamilnadu), such of these units registered with NSIC in respect of items manufactured by them for which tenders have been called for alone will be granted exemption from payment of EMD. (Or) In respect of SSI Units located within/outside the state(Tamilnadu), such of these units registered with Udyog Aadhaar in respect of items manufactured by them for which tenders have been called for alone will be granted exemption from payment of EMD.
- 4.7.4** **Tenders not accompanied with demand draft towards the prescribed EMD or the relevant documentary proof for the exemption thereon shall be summarily rejected.**
- 4.7.5** The EMD remitted by the tenderer shall be forfeited in full, if
- 1) If the tenderer submit fresh offer / revises offer in case of any omission subsequently after opening.
 - 2) If withdraws his tender or backs at before the expiry of validity period or after acceptance.
 - 3) If revises any of the terms quoted during validity period.
- 4.7.6** Tenders shall accompanied with Demand Draft towards the testing charges of Rs.15,000/-. If the tender is submitted through e-tendering, the DD for testing charges of Rs.15,000/- may be dropped in the tender box before the closure time. The DD may be drawn from any scheduled bank (approved by the Reserve Bank of India) in favour of "The Joint Managing Director, TCMPF Ltd., Chennai", payable at Chennai. The samples also shall be submitted to this office to the Deputy General Manager (Engg.), JMD's Office, Ambattur before the closure time.

SIGNATURE OF THE TENDERER

4.8. MODIFICATION AND WITHDRAWAL OF BIDS

4.8.1 No Tenderer shall be allowed to withdraw the tenders after submitting the tender.

4.8.2 A Tenderer may submit a modified Tender before the last date for receipt of tender:

Provided that where more than one Tender is submitted by the same Tenderer, the lowest eligible financial tender shall be considered for evaluation.

4.8.3 Each bidder's modification notice shall be prepared, sealed, marked and delivered with the outer and inner envelopes additionally marked MODIFICATION as appropriate.

4.8.4 No bid may be modified after the date and time of submission.

4.8.5 Bidders shall submit offers that comply with the requirements of the bidding documents, as indicated in the technical specifications. **"Alternatives will not be considered"**.

4.8.6 Communication to the unsuccessful Bidders will be sent after the communication sent to the successful Bidder. Refund of Earnest Money Deposit will be made within 90 (Ninety) days from the date of the receipt of refund vouchers duly stamped and signed from the unsuccessful Bidder.

4.9. PAN/GST REGISTRATION CERTIFICATE:

4.9.1. Tenderers shall furnish attested Photostat copies of valid GST Registration Certificates along with the tender technical bid Part-I.

4.9.2. Tenderers shall furnish attested Photostat copy of PAN Registration Certificates along with the tender technical bid Part-I.

SIGNATURE OF THE TENDERER

4.10 SECURITY DEPOSIT:

The successful tenderers would be required to furnish a **Security Deposit of 5% of the order value**, drawn by means of Bank Draft from any Indian Nationalised Bank or Scheduled Bank drawn in favour of "Joint Managing Director, TCMPF Ltd" payable at Chennai within 15 days of notifying them. The EMD already paid along with tender shall be adjusted against SD to be paid by the successful tenderer.

No exemption will be given from payment of Security deposit under any circumstances as per TTTT Act and the same should be remitted only in the form of Demand Draft.

4.10.1. The security deposit will be refunded only after the expiry of 6 months from the date of satisfactory completion of the contract, complying to the specification.

4.11. AGREEMENT:

The successful tenderer has to execute an agreement on Rs.100/- non-judicial stamp paper incorporating the terms and conditions of the contract and the specification within 15 days from the date of intimation of the acceptance of the tender. In case of default of either of the conditions (i.e) remitting the security deposit or execution of the agreement within the time allowed, the EMD paid is likely to be forfeited by the Federation.

4.11.1 If the contractor fails to execute the contract satisfactorily at the tendered rate, the security deposit will be forfeited by the Federation.

4.11.2 If the Federation incurs any loss / additional expenditure due to the negligence of the contractor in connection with the supply during the period of contract, the same shall be recovered together with all charges and expenses from the contractor.

4.11.3 The breakages or damages, if any, caused by the contractor to the property of the Federation, the cost will be recovered from the contractor.

4.11.4 No interest shall be paid on Earnest Money Deposit/Security Deposit.

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4.12. PAYMENT TERMS:

4.12.1 The supplier should submit necessary invoice for the supply in duplicate along with a copy of the delivery challan for making payment. The purchase order No. and date shall be specified in the Invoice.

4.12.2. The payment shall be made within 30 days from the date of receipt of the goods at the Dairy Stores and after acceptance of the quality.

N.B: NO OTHER TERMS OF PAYMENT WILL BE ENTERTAINED.

4.13 RELIANCE GRANULE SUPPLIER PRICE BEING BASIS:

4.13.1 The HDPE Injection Moulding Virgin Grade Granules M60075, the price fixed by Reliance Industries Ltd., Chennai will be the basis for fixation of the prices of HDPE Crate.

4.13.2 The end price of HDPE Crate shall take into account the Input tax benefits/credit available in the price of granules.

4.13.3 Price revision of HDPE Crate will be given effect to as and when the Reliance Industries Ltd. revises the price of HDPE **HZ/NC HD M60075** granules. In the upward revision of prices of granules by Reliance, the Input Tax Credit available in the increase in the price of granules should be fully adjusted in the corresponding increase in GST payable on the HDPE Crate. In the downward revision of the price of HDPE **HZ/NC HD M60075** granules by Reliance the relief in the GST on the HDPE Crate after adjusting the Input Tax fully shall be passed on, in the end price of HDPE Crate to the benefit of the Federation. The HDPE granule rate fixed by the Reliance Industries Limited prevailing in Chennai as on 15.08.2019 alone will be taken into consideration for any revision in the price of HDPE Crate.

4.13.4 Similarly the GST credit to be passed on in the end price of HDPE Crate to the benefit of the TCMPF Ltd. in the event of upward or downward revision of the price of granules.

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- 4.13.5** For every Re.1/- weighted average rise/fall in the price (Chennai rate) of Reliance granule cost of HDPE **HZ/NC HD M60075** Grade component on granules, HDPE Crates will get increased / decreased while fixing cost of HDPE **HZ/NC HD M60075** Grade of M/s. Reliance Industries, Chennai respectively.
- 4.13.6** The tenderer should indicate the Reliance Granule rate based on which they have computed HDPE Crate rate while quoting their commercial bid.
- 4.13.7** The variation in the statutory levies and taxes by State Government/ Central Government shall be effected on the end price to the benefit of either the tenderer or the Federation as the case may be.
- 4.13.8** The effect of the price variation of granules and statutory levies and taxes will be from the date the changes come into force.
- 4.14 QUANTITY REQUIREMENTS, DELIVERY AND PENALTY:**
- 4.14.1** The Federation reserves the right to place its procurement orders with more than one qualifying tenderer, to ensure uninterrupted supply.
- 4.14.2** The successful tenderer will be furnished with the details of the quantity and the delivery schedules upon signing the agreement and on remittance of security deposit.
- 4.14.3** Approximate quantity required by the Federation is 54,000 Nos. of HDPE Crates during the contract period of 2019-2020 and the contract period is effective for 12 months from the date of awarding of contract. Wherever there is variation in the requirement of quantity, the delivery schedule shall also be modified accordingly by the Federation.
- 4.14.4** The Federation will not pay separately for transit insurance and the supplier will be responsible till the entire stores contracted for arrival at good condition to the destination, the consignee will intimate the supplier as soon as possible but not later than three days of the date of arrival of stores, if any loss that may have occurred during transit. Tenders in which transit insurance cost has been claimed as extra shall not be considered.

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- 4.14.5** In the usage of particular consignment, if any portion is not conforming to the specifications, such portions are liable to be rejected. The supplier will be informed about the rejection of the consignment within 15 days from the date of inspection.
- 4.14.6** The supplier should make their own arrangements to clear such rejected consignments within seven days from the date of receipt of intimation at their own cost. The Federation shall not be responsible for any loss and/or deterioration of quality of such rejected consignment not cleared in time by the supplier.
- 4.15 PENALTY CLAUSE:**
- 4.15.1** Time being the essence of contract, no variation shall be permitted in the delivery time as prescribed in the delivery schedule. If the tenderer fails to supply in full or part of the consignment as per the delivery schedule, a penalty of 0.5% per month of the invoice value for the delayed period will be deducted, besides the Federation reserves the right to cancel the order for the undelivered portion of the consignment. If such delay is repeated 3 times, the contract may be cancelled in full and an amount equivalent to double the actual loss incurred shall be recovered and SD will be forfeited..
- 4.15.2** Notwithstanding anything contained in the tender schedule, no obligation rests on the Federation to accept the lowest tender and the Federation shall also have the right to accept or reject any or all the tenders fully or partly without assigning any reasons.
- 4.15.3** For violation of any of the terms and conditions of the contract, the Federation reserves the right to terminate the contract, with or without notice as applicable.
- 4.15.4** On termination of contract, the Security Deposit is liable to be forfeited and any of the resultant loss beyond Security Deposit will be recovered from the contractor by legal means apart from forfeiture of any amount due to the contractor.

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4.15.5. If the tenderer defaulted in any of the previous tenders to execute agreement or to pay Security Deposit or to supply ordered quantity either in part or full will not be eligible from participating in this tender.

4.15.6. If the successful tenderer defaulted to execute agreement or to pay Security Deposit or to supply ordered quantity either in part or full shall be debarred from participating in this subsequent tender for a period of 3 years.

4.16 FORCE MAJEURE:

Failure or delay in the part of tenderer for supply due to force majeure causes enumerated here under shall be considered, provided the supplier produces documentary evidence.

- a) Any cause which is beyond the reasonable control of the tenderer.
- b) Natural phenomena, such as floods, drought, earthquakes and epidemics.
- c) Act of any Govt. Authority, domestic or foreign, such as wars declared or undeclared quarantines, embargoes licensing control on production or distribution restrictions.
- d) Accident and disruptions such as fire, explosion, increase in power cut with respect to date of tender opening etc.,
- e) Strikes, slow down and lockouts.

The cause of force majeure condition will be taken into consideration only if the supplier notifies within 30 days from the occurrence of such eventualities. The purchaser shall verify the facts and grant such extension as the facts justify. For extension due to force majeure conditions, the supplier shall submit his representation with documentary evidence for scrutiny by the purchaser and decision of the purchaser shall be binding on the time.

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4.17 DISPUTES AND ARBITRATION:

In case of disputes arising out of this tender, an arbitrator as mutually acceptable to the tenderer and Federation will be appointed by the Managing Director, TCMPF Limited. The arbitrator's decision shall be final, conclusive and binding on both the parties.

4.18 LEGAL JURISDICTION:

In case if either party to the tender is aggrieved by the award of the arbitrator so appointed as per clause 4.17, or otherwise, they can appeal to "The Dy. Registrar(Dairying), Thiruvallur Court" shall have jurisdiction to entertain such disputes.

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5. PRE QUALIFICATION CRITERIA – TECHNICAL BID (PART-I)

The pre-qualification tender/PART-I technical bid will contain the under mentioned aspects pertaining to the prospective suppliers about their suitability, capacity, financial status, antecedents, past performance etc. The conditions are:-

- 5.1 The tenderer should be a manufacturer for the item tendered for.
- 5.2 The tenderer should have necessary and complete infrastructure facilities such as Plant and machinery for the manufacturer of the item tendered for at the premises which is shown as the place of the manufacture. The details of such plant and machinery should be submitted along with Part-I Technical bid
- 5.3 The tenderer should have a 3 years previous experience record of having supplied to any of the reputed companies/firms/Co-operatives in Tamil Nadu or outside Tamil Nadu and submit copies of purchase orders and client list along with Part-I Technical bid. The tenderer should have supplied minimum of 54,000 Nos. of HDPE Crates or more during the last preceding three years.
- 5.4 **FINANCIAL:** The tenderer shall have an *average annual sales turn-over for the last three financial years equal to the tender estimated value and minimum annual sales turn-over in each of the last three financial years shall not be less than 50% of the tender estimated value.*

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5.5 SAMPLE:

- 5.5.1 Tender should be accompanied with samples of 12 Nos of HDPE Crates manufactured as per specification.
- 5.5.2 The tenderer must be accompanied with Rs.15,000/- towards the cost of testing charges along with the tender. (This amount is not refundable)
- 5.5.3 The testing charges of Rs.15,000/- shall be paid by means of DD (from any bank approved by Reserve Bank of India) drawn in favour of the Joint Managing Director, TCMPTF Ltd. at Chennai, it shall be enclosed with the Part-I Technical bid.

5.6 TESTING:

- 5.6.1 The tenderers sample crates as per specification will be tested at M/s.CIPET, Guindy, Chennai, as per the requirements of IS 11584 - 1986. If the samples fail in the test, the Tender offer will be rejected.
- 5.6.2 Random samples will be taken from the consignment which is supplied against PO will also be sent to M/s.CIPET, Chennai for testing. If the samples fail in the test, 10% on the invoice amount of the consignment will be deducted as penalty.
- 5.6.3 In the usage of particular consignment, if any of the items is not conforming to the specifications, such items are liable to be rejected. The supplier will be informed about the rejection of the consignment within 15 days from the date of inspection.

5.7 REJECTION:

Any tenderer who fails to satisfy any of the conditions listed above shall be summarily rejected.

SIGNATURE OF THE TENDERER

5.8 ENCLOSURES: The tenderer should submit the following documents **duly attested** along with the Part – I technical bid.

- 1). Purchase orders as supportive documents to show the past supply having supplied to any of the reputed dairies / firm(s) /coop(s) in India.
- 2). Satisfactory performance certificate from client(s) for the item tendered for.
- 3). Photostat copies of valid GST Registration, PAN Certificates.
- 4). Infrastructure facilities – Capacity of Firm / Supplier:-
 - (i) Structure and Organization with details of Technical Personnel etc. – Annexure – A
 - (ii) Financial Capability Statement – Annexure – B
 - (iii) Building, Plant and Equipments
 - (iv) Details of Abandonment of work Litigation / debarring done – Annexure – C
 - (v) Affidavit – Annexure – D
 - (vi) Credit Facilities – Bank Certificate – Annexure – E

5.9. VALIDITY OF PRICE TENDER:

- a). The tender offer shall be kept for acceptance for a period of 120 days from the date of opening of Part – I Technical bid. The offers with lower validity period are liable for rejection.

SIGNATURE OF THE TENDERER

: 20 :

- b). Further the tenderer shall agree to extend the validity of the bids without altering the substance and prices of their bid for further period, if any required by Federation (i.e) The Price Bid shall be valid for a period of at least 90 days (Ninety Days) from the date, notified for opening of Price Bid.

5.10. DEVIATION:

- a). The offers of the tenderers with deviations on technical / commercial terms of the tender will be rejected.
- b). No alternate offer will be accepted.

5.11. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b) Record of poor performance such as abandoning the supply, not properly completing the contract, inordinate delays, litigation history, or financial failures etc.; and/or

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Annexure - A**STRUCTURE AND ORGANISATION**

1	Name of the Applicant	:	
2	Status	:	
	Individual contractor	:	
	Sole Proprietary Firm	:	
	Firm in Partnership	:	
	Private Limited Company	:	
	Public Limited Company	:	
3	Head Office/Registered office address with phone / Telex / Fax Number	:	
4	Regional Office address with Phone / Telex / Fax Number	:	
5	Local office (if any) address with Phone / Telex / Fax Number	:	
6	Field of activity of the Applicant as per deed of Partnership / Memorandum of Association / Articles of associates (Civil) Engineering Contractor / General Engineering Contractor / Electrical Items - Engineering Contractor etc, should be specified.)	:	
7	Country and year of incorporation	:	
8	Main line of Business	:	
9	Name, position, status, capacity etc, of the Key personnel/ directors of the company (Attach organization chart showing the structure of the company / firm)	:	
10	Name, capacity and address of the signatory who has Signed the Qualification Application. Attested copy of authorization issued (either by power of attorney or as per articles of Partnership Deed / Memorandum of Association) in favour of the signatory to sign the qualification Application price Tender/ Agreement should be appended.	:	

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Annexure - B**FINANCIAL CAPABILITY****(Please Annex self attested copies)**

1	Name and address of the Applicant	:			
2	Income Tax Permanent Account No. C.I. H. No.	:			
3	TNGST / C.S.T. Registration No. / VAT No.	:			
4	Annual turnover as per audited statement of account duly certified by the Chartered Accountant during the preceding Three years (Attach attested copy of balance sheets)	:	TAX YEAR	Figures	Words
		:	2016-17		
		:	2017-18		
		:	2018-19		
5	Financial Position	:			
	I. Cash in hand	:			
	II. Cash in Bank	:			
	III. Current Assets	:			
	IV. Current Liabilities	:			
	V. Working Capital	:			
	VI. Net worth	:			
6	Outstanding value of works already committed and in progress and time left for completion. (Details for each work to be furnished separately)	:			

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7	Amount available in capital Account	:			
	I. Paid up share capital of (Partners or Share holders)	:			
	II. Called up and subscribed share capital	:			
	III. Reserves under capital account	:			
	IV. Surplus under capital account	:			
8	Net profit before tax during the proceeding three years	:	TAX YEAR	Figures	Words
		:	2016-17		
		:	2017-18		
		:	2018-19		
9	Applicant's financial arrangements.	:			
	(a) Own resources	:			
	(b) Bank credits/ Over Draft	:			
	(c) Other source (Specify the source)	:			

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Annexure – C

INFORMATION REGARDING CURRENT LITIGATION / DEBARRING /
EXPELLING OF APPLICANT OR ABANDONMENT OF WORK BY THE
APPLICANT

1. (a) Is the Applicant currently involved in any Arbitration /
litigation relating to any contract works Yes/No
(b) If Yes, Details thereon

2. (a) Has the Applicant or any of it's constituent partners
been Debarred/Expelled by any agency during the
last Three years Yes/No
(b) If yes, Details thereon

3. (a) Has the Applicant or any of it's constituent Partners
failed to complete, any contract work during the past
Three years. Yes/No
(b) If yes, give details thereon

Dated Signature of Applicant with seal

Note: It any information in this Annexure is found to be incorrect or concealed, the Qualification Application will be summarily rejected & price tender will not be opened.

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Annexure - D

AFFIDAVIT

(To be furnished in a Twenty Rupees Non-Judicial Stamp Paper duly certified by Notary Public)

- 1) I/We the undersigned solemnly declare that all the statements made in the documents, records etc., attached with this application are true and correct to the best of my/our knowledge.
- 2) I/We the undersigned do hereby certify that neither my/our firm/company nor any of it's constituent partners have abandoned any work/works of similar nature and magnitude in India, during the Last Three years.
- 3) I/We the undersigned do hereby certify that any of the contracts awarded to me/us has not been terminated rescinded, due to breach of contract on my/our part, during the last Three Years.
- 4) I/We the undersigned authorize (s) and request any bank / person / firm / corporation / Government Departments to furnish pertinent information deemed necessary and requested by the Joint Managing Director, TCMPF Ltd., No.29 & 30, Sidco Industrial Estate, Ambattur Chennai - 98 to verify the statement made by me/us or to assess my/our competence and general reputation.
- 5) I/We the undersigned, understand(s) that further qualifying information / clarifications on the statement made by me / us may be requested by the Joint Managing Director, TCMPF Ltd., No.29 & 30, Sidco Industrial Estate, Ambattur Chennai - 98 and agree(s) to furnish such information/clarification within SEVEN Days from the date of receipt of such request from the Joint Managing Director, TCMPF Ltd., No.29 & 30, Sidco Industrial Estate, Ambattur Chennai - 98.

Dated Signature of Applicant with Seal:

To be signed by the officer authorized by the Firm/Company to sign on behalf, the Firm/Company with company's seal)

Note: In case of sole proprietary concern, affidavit should be signed only by the sole proprietor.

(Title of the Officer)

(Title of the firm/Company)

(Date)

The above named deponent has understood the contents well and solemnly and sincerely declared and affirmed by the deponent in my presence at.....and signed before me on this day of (Seal).

(Signature of the Notary Public)

Annexure - E

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF
CREDIT FACILITIES**

BANK CERTIFICATE

This is to certify that M/s is a reputed company with a good financial standing.

If the contract for the work, namely, _____ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs..... to meet their working capital requirements for executing the above contract.

Signature of Senior Bank Manager

Name of the senior Bank Manager

Address of the Bank

Stamp of the Bank

Note: Certificate should be on the letter head of the bank.

12. EVALUATION AND COMPARISON OF THE TENDER OFFERS

- 12.1** The tenders will be evaluated strictly as per the Tamilnadu Transparency in Tenders Act 1998 and the Tamilnadu Transparency in Tenders Rule 2000 and amendments made thereon in the Act & Rules by the Government.
- 12.2** The tender offers received will be examined to determine whether they are in complete shape, all required datas have been furnished, properly signed and generally in order and confirms to all the terms and conditions of the specification without any deviation.
- 12.3** **As the commodity is so vital in nature, the tender accepting authority wish to have more than one supplier such that the lowest evaluated price quoted tenderer will be placed 70% of the total quantity and second lowest evaluated price quoted tenderer will be placed for rest of the quantity at first lowest offerer's (L₁) price, if necessary.**
- 12.4** For the purpose of evaluation of tender offers, the following factors will be taken into account for arriving the evaluation price.
- a) The quoted price will be corrected to arithmetical errors.
 - b) In case of discrepancy between the price quoted in words and figures, lower of the two shall be considered.
 - c) The total end price will be computed by taking into account the unit rate furnished by the tenderer.
 - d) In the evaluation of the prices, the price has to be determined inclusive of the Goods and Service Tax(GST). The percentage of GST are to be indicated with break-up.

SIGNATURE OF THE TENDERER

- 12.5** The amount and percent of Goods and Services Tax(GST) shall be indicated clearly in the offer.
- 12.6** Bidders should quote their rates both in figures and in words for each item per unit and amount for each item of work for full quantity. Grand total of the whole contract should be furnished without fail in the Price Quote Schedule of Price Bid.
- 12.7** The bidder shall fill in rates and prices and line item total (both in figures and words) for all the items of the works described along with total bid price (both in figures and words). Items for which no rate or price is entered by the bidder will not be paid for by the purchaser when executed.
- 12.8** All taxes and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.
- 12.9** The evaluation for L₁ shall be on total end price of all items.

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13. TECHNICAL SPECIFICATION

13.1 HDPE CRATES (ORANGE COLOUR/GREEN COLOUR):

The Crates shall consist of a rectangular HDPE container with base, side walls and central partition. HDPE Crates suitable for holding 24 milk pouches of half litre or 12 milk pouches of 1 litre with "AAVIN LOGO EMBOSSING ON TWO SIDES (Length side)" with MONTH & YEAR of manufacture.

13.2 HDPE Injection Moulding Virgin Granules of Grade HZ/NC HD M60075 Grade materials and density should conform to IS: 7328-1992 and shall be BIS certified.

13.3 The weight of one crate shall not be less than 1500 gms.

13.4 The inside and outside surface of crate shall be of smooth finish and free from sharp edges and should be so shaped that water as far as possible, is freely shed.

13.5 HDPE crates should pass the entire test as per IS 11584-1986.

13.6 The Crates shall be manufactured by the injection moulding process with multi feeding hot runner system, so that the flow of material is easy and uniform during moulding.

13.7 The Crate shall have one central partition, two square holes of 10 x 10 mm shall be provided at the bottom of the partition and located at the opposite ends.

13.8 Type of Crate: Partitioned HDPE Crate

Sl. No.	Size	Length	Breadth	Height	Tolerance
a.	Inner	427 mm.	335 mm.	137 mm.	± 5 mm.
b.	Outer	470 mm.	378 mm.	150 mm.	± 5 mm.

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NAME OF WORK	:	Supply of HDPE Crates to Metro Dairies for the year 2019-2020
TENDER NOTICE REFERENCE	:	8485/K3/2018

PART - II

COMMERCIAL BID

The Tamilnadu Cooperative
Milk Producers' Federation Ltd
Chennai 600 098

: 1 :

QUALIFICATION

The commercial offers of such of those tenderer who qualify themselves for being considered for the **supply of HDPE Crates to Metro Dairies and Products Dairy for the year 2019-2020**. By fulfilling the entire terms and conditions as laid in Part I "Technical Bid" of this tender, will be considered for the finalisation of the tender.

Other commercial offers not qualifying as above will be rejected outright.

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: 2 :

SUPPLY OF HDPE CRATES TO METRO DAIRIES AND PRODUCTS
DAIRY FOR THE YEAR 2019-2020.

ABSTRACT

PRICE QUOTE SCHEDULE

In Rupees

Sl. No.	Details	Unit rate
	SUPPLY:	
1	Basic cost (Break up details – Price, customs tariff, duty & cess etc., to be furnished in a separate sheet)	
2	Freight Charges, if any	
3	CGST (percentage to be indicated)	
4	SGST (percentage to be indicated)	
5	IGST (percentage to be indicated)	
6	Transit insurance	
	Total	

TOTAL END PRICE Unit rate X 54,000 Nos.	
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: 3 :

Note:-

- 1). The rates should be quoted separately for equipment-wise with break-up of Basic Price, Freight Charges, GST, Discount etc., which should be totalled and mentioned in the Abstract of Price Quote Schedule.
- 2). All the rates should be only in terms of Indian Rupees.
- 3). Phrases like `Extra`, `as applicable`, `at the prevailing rate` etc. should not be quoted to avoid ambiguity.

Seal of the firm

Signature of the tenderer

Witness:

1

2

Date: